

March 1st 2016
Commission's Secretary
Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Room TW-A325
Washington, DC 20554
Deena Shetler: deena.shetler@fcc.gov
FCC Contractor: fcc@bcpiweb.com
Re: WC Docket No. 06-210
CCB/CPD 96-20

FURTHER COMMENTS ON SECTION 2.1.8

FCC 2003 Decision page 6 para 46:

- Transfer or Assignment – WATS, including any associated telephone number(s), may be transferred or assigned to a new Customer, provided that:
- A. The Customer of record (former Customer) requests in writing that the Company transfer or assign WATS to the new Customer.
 - B. The new Customer notifies the Company in writing that it agrees to assume all obligations of the former Customer at the time of transfer or assignment. These obligations include (1) all outstanding indebtedness for the service and (2) the unexpired portion of any applicable minimum payment period(s).
 - C. The Company acknowledges the transfer or assignment in writing. The acknowledgement will be made within 15 days of receipt of notification.
- The transfer or assignment does not relieve or discharge the former Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for WATS, and (2) the unexpired portion of any applicable minimum payment period(s). When a transfer or assignment occurs, a Record Change Only Charge applies (see Record Change Only, Section 3).
- Nothing herein or elsewhere in this tariff shall give any Customer, assignee, or transferee any interest or proprietary right in any 800 Service telephone number.

Under the 2.1.8 version at issue the FCC must pay attention to the opening of 2.1.8 and para A before it evaluates the obligations language in para B. Transfer or Assignment -- It initially says any number of telephone numbers WATS can be assigned.

Then at Para A the Customer of Record is being defined as the "Former Customer" [Customer of record (former Customer)] for the WATS transferred. This is critical to the understanding of section 2.1.8.

Then once defined as a **former customer on what is selected for transfer** para B obligations language is applied.

The new customer then assumes all obligations of the former customer which has already been defined as to what is encompassed within “any associated telephone number(s). The FCC has to understand the sequential flow and that the Customer is being defined as a “former customer” only on the WATS numbers transferred.

Anything less than “All Numbers” makes it a traffic transfer as opposed to a plan transfer. The only obligations outlined for transfer are the two listed on the face of 2.1.8.

If the FCC does not understand the flow it could erroneously come to a conclusion that 2.1.8 does not allow traffic transfers. The FCC has to understand the Customer is initially being defined as a Former customer on the locations transferred. Once the FCC understands this it is inconceivable that the FCC will not understand that 2.1.8 allows any number of locations to transfer and the only two obligations listed within 2.1.8 are the two that transfer.

AT&T’s “all obligations” connotation is absurd. A new customer obviously would not be expected to be responsible for the bad debt on locations that were not transferred to it. The joint and several liability has to do with the former customer remaining liable for bad debt on the locations that are being transferred. The former customer is jointly liable for the minimum payment period which is defined in the tariff as 1 day. This means that if there is bad debt on any locations being transferred, AT&T can go after both the new and former customer at the time of transfer. (i.e. 1 day).

The key issue is the Customer is initially being defined as a former customer on the locations transferred. If you look at an actual TSA form it makes it even clearer. (SEE EXHIBIT A TSA FORM.

Unless 100% of the locations are moved the plan and its commitments remain. So under the AT&T section 2.1.8 all accounts except for one can be transferred and it still constitutes a traffic transfer not a plan transfer.

This is exactly what AT&T itself was pointing out during cross examination during 1995 hearing:

AT&T was asserting its “Fraudulent Use” defense on 3/21/1995 cross examination of Mr. Inga:

Whitmer: Q: Mr Inga, you know, do you not that if the service, **except for the home account**—or Mr. Yeskoo called it the **“lead account”** ---is transferred to PSE **the shortfall and termination liabilities remain** with Winback & Conserve, **isn’t that correct?**

Inga: Yes

Notice below ALL THE SERVICE as in 100% of the service is a dicontinuation.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: October 26, 1995

TARIFF F.C.C. NO. 2

8th Revised Page 61.21.2
Cancels 7th Revised Page 61.21.2
Effective: November 9, 1995

5. Discontinuance of AT&T's 800 Customer Specific Term Plan II-With Liability - When a Customer has AT&T 800 Services covered under the plan, disconnection of any one of the services does not constitute discontinuance of the plan.

Except for conditions covered in Section 3.3.1.Q.4., preceding, discontinuance of all service furnished under the CSTP II prior to the expiration of the applicable term, constitutes discontinuance of the plan and will result in Customer liability as specified following. The amounts due to the Company upon discontinuance will be:

- 35% of the remaining term plan revenue commitment.

Discontinuance Liability

A Customer commits to a revenue commitment of \$420,000 for three years.

Example: A Customer commits to an annual revenue commitment of \$420,000 for three years and discontinues the plan at the end of two years. The Customer would be liable for $\$420,000 \times .35 = \$147,000$.

6. Expiration of AT&T's 800 Customer Specific Term Plan II - A CSTP II expires when the three-year term ends. Upon expiration of the Term Plan, the plan will roll-over to a new three-year plan at discount levels applied during the third year of the plan, if the Customer notifies AT&T to renew the term plan. If the Customer does not notify AT&T to renew the Term Plan, the Customer's service will revert to current (non-term) rates.

Customers will be notified one month prior to the expiration of the Term Plan.

Customer is defined as a former customer then the selected number(s) transferred are listed then the obligations language.....

Transfer of Service Agreement and Notification

I, Continental Companies Inc # 1351, hereby
 (Former Customer)

request that AT&T transfer or assign service for Account

Number(s) MOVE ALL BTNS Except 121 000 0018133
to Public Service Enterprises of Pennsylvania, Inc.
(Customer)

Former Customer understands and agrees that this transfer or assignment does not relieve or discharge it from remaining jointly and severally liable with New Customer for any obligations existing at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the account numbers specified above and (2) the unexpired portion of any applicable minimum payment period(s).

New Customer hereby assumes all obligations of Former Customer at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the service and (2) the unexpired portion of any applicable minimum payment period(s).

Services are not to be interrupted or relocated at the time transfer or assignment is made. This transfer or assignment will become effective on the later of 1/10/95
(Date)

or AT&T's agreement in writing of the transfer or assignment.

Nothing herein shall give any customer, assignee, or transferee any interest or proprietary right in any given AT&T service telephone number.

TRAFFIC ONLY
Keep PLAN IN TACT

~~MOBILE~~ ALL RTN'S
Except 18/000 0018/33

C-762 1/10/95
 Former Customer (Date)
 Authorized Representative
 DEKLEWIT
 Title
 [Signature] 4/15
 New Customer (Date)
 Authorized Representative
 [Signature]
 Title

Respectfully Submitted,
One Stop Financial, Inc.
Winback & Conserve Program, Inc.
Group Discounts, Inc.
800 Discounts, Inc.
/s/ Al Inga
Al Inga President